



City of Cambridge

Agenda Item No. 7(A)

IN CITY COUNCIL

June 19, 1989

- WHEREAS: The City of Cambridge has been involved in a large scale redevelopment in the Lechmere Canal and Triangle area; and
- WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May, 1978) and the East Cambridge Review Development Process and Guidelines (June, 1985); and
- WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in compliance with Article 12.000 of the Zoning Ordinance of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 66 to CambridgeSide Galleria Associates Trust, formerly known as Riverside Galleria Associates Trust, for the construction of a major mixed-use development in the Lechmere Canal and Triangle Area of East Cambridge; and
- WHEREAS: The plans for the mixed-use development of CambridgeSide Galleria Associates Trust have been much further developed since the issuance of Special Permit No. 66 in June of 1987; and
- WHEREAS: The staff of the Cambridge Community Development Department has reviewed and continues to review plans for the development as part of the design review process concerning the development pursuant to the requirements of Special Permit No. 66; and
- WHEREAS: The construction of the project requires that tiebacks be installed beneath the surface of the land in a portion of Lechmere Canal Park and that sheeting be installed in a two-foot strip of the City's land abutting a portion of the project's westerly boundary along First Street; and
- WHEREAS: The plans for the tiebacks and sheeting will be reviewed and approved by the Cambridge Department of Public Works prior to their installation; and
- WHEREAS: The proposed tiebacks and sheeting extend past the property line of the development into property owned by the City; and

WHEREAS: The entering into of an Agreement between the City and the developer of such development will allow such developer to install said tiebacks and sheeting and permit construction of the development to continue expeditiously and smoothly; now therefore, be it

ORDERED: That the City Manager of the City of Cambridge is hereby authorized to negotiate, execute, and deliver on behalf of the City of Cambridge an Agreement substantially in the form of the subject Tieback, Sheeting and Indemnity Agreement submitted to the City Council this day.

In City Council June 19, 1989.

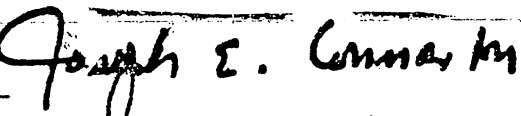
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-


Joseph E. Connarton, City Clerk.

TIEBACK, SHEETING AND INDEMNITY AGREEMENT

This Agreement is made as of the ____ day of June, 1989 by and between the City of Cambridge, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "City"), and Stephen R. Karp, Stephen C. Plumeri and William H. McCabe, Jr., as Trustees of CambridgeSide Galleria Associates Trust, formerly known as Riverside Galleria Associates Trust, u/d/t dated as of April 1, 1985, recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, filed with the Middlesex South Registry District of the Land Court as Document No. 678867, and noted on Certificate of Title No. 173226, in Registration Book 996, Page 76, Certificate of Title No. 179085, in Registration Book 1025, Page 135, and Certificate of Title No. 183186, in Registration Book 1046, Page 36, as affected by a Certificate of First Amendment of Declaration of Trust Establishing Riverside Galleria Associates Trust dated May 24, 1988, recorded with said Registry of Deeds in Book 19084, Page 73, and filed with said Registry District as Document No. 774995 (the "Trust"), having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159.

Reference is made to the fact that the Trust owns a certain parcel of land described on Exhibit A hereto (the "Building Site"), on which the Trust is constructing a mixed-use development, and to the fact that the City is the owner of certain land that is adjacent to the Building Site and that is described in Exhibit B hereto (the "City's Land").

Reference is also made to the fact that, in order to support the City's Land while excavation and construction is being undertaken on the Building Site, the Trust desires to install a sheeting and tieback system that will involve the installation in the City's Land of tiebacks below the surface of the ground.

Reference is also made to the fact that a geotechnical engineering firm and landscaping consultant are providing consulting services to the City (collectively, the "City's Consultants") in connection with review of the sheeting and tieback plans prepared by the Trust.

Reference is also made to the fact that the City is the owner of certain other land that is adjacent to the Building Site and that is described in Exhibit C hereto (the "First Street Easement Area").

Reference is also made to the fact that in connection with the construction on the Building Site by the Trust of the mixed-use development referred to above, the Trust desires to install certain sheeting in the First Street Easement Area below the surface of the ground.

NOW THEREFORE, in consideration of the facts referenced above, the promises herein contained and the payment this day by the Trust to the City of \$100.00, the receipt and sufficiency of which is hereby acknowledged by the City, the parties hereto agree as follows:

1. The City hereby grants to the Trust the permanent right and easement for tiebacks in the City's Land below the surface thereof in locations that will not interfere with the existing structures thereon in connection with the foregoing sheeting and tieback system. The Trust agrees to pay to the City Fifty Dollars (\$50.00) per tieback installed by the Trust in the City's Land no later than thirty (30) days following the installation of each such tieback. Following completion of construction on the Building Site, the tiebacks shall not be removed, but instead the Trust shall sever the same at a point near the property line between the Building Site and the City's Land.

2. The City hereby grants to the Trust the permanent right and easement for sheeting in the First Street Easement Area in connection with the construction of the mixed-use development on the Building Site, which sheeting shall be installed below the surface of the First Street Easement Area in locations that will not interfere with the existing structures thereon or therein or the utilities therein. Following completion of construction on the Building Site, the sheeting shall not be removed, but instead shall remain in place.

3. The Trust agrees to comply with necessary changes in the tieback and sheeting plans and specifications, including monitoring requirements, which are required by the City's Consultants and to pay the fees of the City's Consultants incurred by the City in connection therewith within 30 days of receipt of invoices therefor.

4. The Trust shall repair any damage to the buildings, utilities or other improvements on or in the City's Land or the First Street Easement Area caused by the installation of the tiebacks or the sheeting and shall exonerate, indemnify and hold the City and all persons claiming by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of any damage to such buildings, utilities or other improvements resulting from such installation. The Trust agrees that to the extent the Trust shall not make or commence to make reasonably necessary repairs to any of the aforementioned within ninety days of written notice from the City as to the need for such repairs and shall not thereafter complete such repairs with all due diligence, the City may make any such repairs on behalf of and at the expense of the Trust. In the case of structural failures or other dangerous conditions, which in the reasonable judgement of the City materially and substantially jeopardize the use or structural integrity of any portion of the City's Land or the First Street Easement Area or which place human life at risk or injury, the City shall have the right, after notice to the Trust, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of the Trust (provided that the City gives written notice to the Trust of such repairs at the earliest feasible time).

5. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CAMBRIDGE

Russell B. Higley, City Solicitor

Robert W. Healy, City Manager

CAMBRIDGESIDE GALLERIA ASSOCIATES
TRUST

By: _____
_____, for himself and
his Co-Trustees as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
)ss.
)

June __, 1989

Then personally appeared before me Robert W. Healy, City Manager for the City of Cambridge, and acknowledged this instrument to be his free act and deed and the free act and deed of the City of Cambridge, before me.

Notary Public
My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
)ss.
)

June __, 1989

Then personally appeared before me _____, as Trustee of CambridgeSide Galleria Associates Trust, and acknowledged this instrument to be his free act and deed as Trustee, before me.

Notary Public
My Commission Expires:_____

EXHIBIT A

SUBJECT PREMISES: Building Site
First Street & Commercial Avenue,
Cambridge, Massachusetts

Running Description

A certain parcel of land being comprised of registered and unregistered land situated between First Street and Commercial Avenue in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	At a point on the easterly sideline of First Street, which point lies N 9-28-49 E along said sideline 449.98 feet from the intersection of said sideline with the northerly sideline of Rogers Street, at a corner of the parcel herein described; thence running
N 09-28-49 E	along said sideline of First Street 50.00 feet; thence turning and running
S 80-31-11 E	along the Lechmere Parcel as shown on the plan herein below mentioned 217.64 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 163.42 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 78.17 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 21.67 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 26.67 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 6.75 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 65.67 feet; thence turning and running
S 09-28-49 W	along said Lechmere Parcel 11.92 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 47.14 feet to the easterly sideline of First Street; thence turning and running
N 09-28-49 E	along said First Street sideline 273.58 feet; thence turning and running

S 80-31-11 E along the Sears Parcel as shown on aforesaid plan 172.47 feet; thence turning and running

N 09-28-49 E along the Sears Parcel 178.78 feet; thence turning and running

N 68-34-30 E along said Sears parcel 7.56 feet to a point on Lechmere Canal Park (also being land now or formerly of the City of Cambridge); thence turning and running

Southeasterly along said City of Cambridge land, by a curve to the left, having a radius of 180.00 feet, and an arc length of 253.54 feet; thence turning and running

S 12-51-36 E along the westerly line of Lot 37, as indicated on Land Court Plan 85X, said line in part by the brick face of an existing building on Lot 37, being now or formerly of Edgewater Place Limited Partnership, a distance of Sixteen and 56/100 (16.56) feet, thence turning and running

S 54-48-31 E by land now or formerly of Edgewater Place Limited Partnership, and by land now or formerly of the Commonwealth of Massachusetts, a distance of 357.44 feet to the westerly sideline of Commercial Avenue; thence turning and running

Southerly along said sideline of Commercial Avenue by a curve to the left, having a radius of 5,839.00 feet and an arc length of 15.01 feet; thence turning and running

N 54-48-31 W a distance of 184.90 feet; thence turning and running

S 35-11-29 W a distance of 66.00 feet; thence turning and running

S 09-28-49 W a distance of 102.66 feet; thence turning and running

~~S 54-48-31 E~~ ~~a distance of 138.30 feet to the westerly sideline of~~ Commercial Avenue, the previous four courses by Lot 29 shown on Land Court Plan 85V; thence turning and running

S 35-11-29 W along said sideline of Commercial Avenue 146.85 feet, thence turning and running

Northwesterly along a curve to the right having a radius of 30.00 feet, and an arc length of 47.12 feet; thence turning and running

N 54-48-31 W a distance of 110.51 feet, thence turning and running

Southeasterly	along a curve to the left having a radius of 350.00 feet and an arc length of 70.96 feet; thence turning and running
S 54-48-31 E	a distance of 99.66 feet; thence turning and running
Southeasterly	along a curve to the right having a radius of 30.00 feet and an arc length of 18.36 feet; the previous five courses by land now or formerly of the City of Cambridge; thence turning and running
N 80-31-11 W	a distance of 44.77 feet; thence turning and running
S 09-28-49 W	a distance of 11.08 feet; thence turning and running
N 82-09-49 W	a distance of 40.68 feet; thence turning and running
N 80-31-11 W	a distance of 47.91 feet; thence turning and running
Southwesterly	along a curve to the left having a radius of 8.00 feet, and an arc length of 6.28 feet; thence turning and running
S 54-28-49 W	a distance of 9.61 feet; thence turning and running
Southwesterly	along a curve to the right having a radius of 7.50 feet, and an arc length of 4.27 feet; thence turning and running
S 09-28-49 W	a distance of 49.35 feet, the previous eight courses by Lot 33 shown on Land Court Plan 85W, and being land now or formerly of CambridgeSide Galleria Associates Trust; thence turning and running
Northwesterly	along a curve to the left having a radius of 7.50 feet, and an arc length of 1.62 feet; thence turning and running
N 80-31-11 W	a distance of 71.96 feet; thence turning and running
S 09-28-49 W	a distance of 236.00 feet, the previous three courses by Lot 35 shown on Land Court Plan 85W being land now or formerly of said CambridgeSide Galleria Associates Trust; thence turning and running
N 80-31-11 W	a distance of 10.01 feet; thence turning and running
S 09-28-49 W	a distance of 3.54 feet, the previous two courses by Lot 14 shown on Land Court Plan 85P and being land now or formerly of Lotus Development Corporation; thence turning and running

N 80-31-11 W a distance of 56.43 feet in part by Lot 14 shown on Land Court Plan 85P and unregistered land being said Lotus land; thence turning and running

N 09-28-49 E a distance of 48.54 feet; thence turning and running

N 80-31-11 W a distance of 40.00 feet; thence turning and running

N 09-28-49 E a distance of 200.00 feet, thence turning and running

N 80-31-11 W along said land of Lotus 200.00 feet to the point and place of beginning; the previous four courses by said Lotus land.

The above described parcel contains 291,842 square feet more or less, and is shown on a plan entitled "Title Insurance Plan of Land, Commercial Avenue, First Street in Cambridge, Mass." dated April 20, 1989, revised through May 5, 1989, prepared by the BSC Group - Surveying & Mapping, Inc. (Dwg. No. 2663-84).

The said Developer Parcel is comprised in part of the following registered land:

1. Lot 28 as shown on Land Court Plan No. 85V filed in the Land Registration Office;
2. Lot 32 as shown on Land Court Plan No. 85W filed in the Land Registration Office;
3. Lot 5 as shown on Land Court Plan No. 19502C filed in the Land Registration Office;
4. Lot 7 as shown on Land Court Plan No. 19502D filed in the Land Registration Office;
5. Lot 36 as shown on Land Court Plan No. 85W filed in the Land Registration Office; and
6. Lot 38 as shown on Land Court Plan No. 85X filed in the Land Registration Office.

EXHIBIT B

SUBJECT PREMISES: The City's Land
Lechmere Canal Park, City of Cambridge

Certain land situated in an area known as Lechmere Canal Park in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Commencing at a point on the easterly sideline of First Street, said point being the northwest corner of Lot 6A as shown on L.C. Plan 19502D, thence

S 80-31-11 E along said Lot 6A a distance of 154.76 feet to a point on Lechmere Canal Park; thence turning and running

Southeasterly along said Lechmere Canal Park as it curves to the left, having a radius of 180.00 feet and arc length of 20.00 feet to the Point of Beginning of the City's Land, herein described; continuing

Southeasterly along said Lechmere Canal Park as it curves to the left, having a radius of 180.00 feet, an arc length of 190.00 feet; thence turning and running

N 24-29-08 E on Lechmere Canal Park, being land now or formerly of the City of Cambridge 45.00 feet; thence turning and running

Northwesterly on Lechmere Canal Park along a curve to the right having a radius of 180.00 feet and an arc length of 142.50 feet; thence turning and running

S 85-07-52 W on Lechmere Canal Park 45.00 feet to the Point of Beginning.

The above described land contains 7481 square feet, more or less, and is labelled "The City's Land" on a plan entitled "Plan of Land Showing Tieback Agreement Area, Lechmere Canal Park in Cambridge, Mass." dated May 5, 1989, prepared by The BSC Group - Surveying and Mapping, Inc. (BSC Dwg. No. 2663-88), a copy of which is attached hereto and hereby incorporated herein.

EXHIBIT C

SUBJECT PREMISES: First Street Land
First Street, Cambridge, MA

Running Description

An easement in First Street situated on the easterly side of First Street in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	at the northwest corner of Lot 31A, as shown on a plan hereinbelow mentioned, which point lies on the easterly sideline of First Street; thence running
N9-28-49E	a distance of 679.90 feet from the intersection of said sideline with the northerly sideline of Rogers Street, at the southeast corner of the parcel herein described; thence running
N 9-28-49 E	along the easterly sideline of First Street 420.26 feet; thence turning and running
N 9-45-41 E	along said sideline of First Street 103.24 feet; thence turning and running
N 80-14-19 W	into First Street 2.00 feet; thence turning and running
S 09-45-41 W	in First Street 103.25 feet; thence turning and running
S 09-28-49 W	in First Street 420.27 feet; thence turning and running

S 80-31-11 E to the easterly sideline of First Street 2.00 feet,
 said point being the point and place of beginning.

The above described easement contains 1047 square feet, more or less, and is shown as "First Street Easement Area" on a plan entitled "City of Cambridge & Karp as Trustee, Easement Area Plan of Land, First Street, in Cambridge, MA", dated May 3, 1989, prepared by The BSC Group - Surveying & Mapping, Inc. (Dwg. No. 2663-87), a copy of which is attached hereto and hereby incorporated herein.



City of Cambridge

Agenda Item No. 7(B)

IN CITY COUNCIL

June 19, 1989

- WHEREAS: The City of Cambridge has been involved in a large scale redevelopment in the Lechmere Canal and Triangle area; and
- WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May, 1978) and the East Cambridge Review Development Process and Guidelines (June, 1985); and
- WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in compliance with Article 12.000 of the Zoning Ordinance of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 38 to Canal Park Associates, formerly known as the Marcus Organization, for the construction of One and Two Canal Park, a office/retail development located on Parcels C and F at Lechmere Canal; and
- WHEREAS: The plans for Two Canal Park have been much further developed since the issuance of Special Permit No. 38 in July of 1984; and
- WHEREAS: The staff of the Cambridge Community Development Department has reviewed and continues to review plans for Two Canal Park as part of the design review process concerning the development pursuant to the requirements of Special Permit No. 38; and
- WHEREAS: The construction of Two Canal Park requires that tiebacks be installed beneath the surface of the land in a portion of Lechmere Canal Park; and
- WHEREAS: The plans for the tiebacks will be reviewed and approved by the Cambridge Department of Public Works prior their installation; and
- WHEREAS: The proposed tiebacks extend past the property line of the development into property owned by the City; and

WHEREAS: The entering into of an Agreement between the City and the developer of Two Canal Park will allow such developer to install said tiebacks and permit construction of the development to continue expeditiously and smoothly; now therefore, be it

ORDERED: That the City Manager of the City of Cambridge is hereby authorized to negotiate, execute, and deliver on behalf of the City of Cambridge an Agreement substantially in the form of the subejct Tieback and Indemnity Agreement submitted to the City Council this day.

In City Council June 19, 1989.

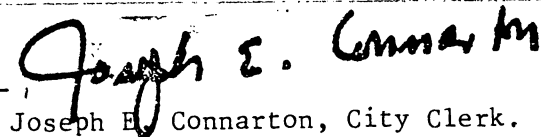
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-


Joseph E. Connarton, City Clerk.

TIEBACK AND INDEMNITY AGREEMENT

This Agreement is made as of the ____ day of June, 1989 by and between the City of Cambridge, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "City"), and Canal Park Associates, a New York general partnership (the "Partnership") with a principal office at 28 Thorndike Street, Cambridge, MA.

A. Reference is made to the fact that the Partnership owns a certain parcel of land described on Exhibit A hereto (the "Building Site"), on which the Partnership is constructing a development, and to the fact that the City is the owner of certain land that is adjacent to the Building Site and that is described in Exhibit B hereto (the "City's Land").

Reference is also made to the fact that, in order to support the City's Land while excavation and construction is being undertaken on the Building Site, the Partnership desires to install a tieback system that will involve the installation in the City's Land of tiebacks below the surface of the ground.

NOW THEREFORE, in consideration of the promises herein contained and the payment this day by the Partnership to the City of \$100.00, the receipt and sufficiency of which is hereby acknowledged by the City, the parties hereto agree as follows:

1. The City hereby grants to the Partnership the permanent right and easement for tiebacks in the City's Land below the surface thereof in locations that will not interfere with the existing structures thereon in connection with the foregoing tieback system. Following completion of construction on the Building Site, the tiebacks shall not be removed, but instead the Partnership shall sever the same at a point near the property line between the Building Site and the City's Land.

2. The Partnership agrees to pay the City \$50.00 for each tieback installed no later than thirty (30) days after installation of each such tieback.

3. The Partnership agrees to pay the fees within thirty (30) days of request therefor, of the City's consultants who have reviewed or will review the plans and specifications for the work contemplated by this Agreement, and further the Partnership agrees to comply with the recommendations of such consultants as to how the tiebacks are to be installed and monitored. The City intends that Haley & Aldrich, Inc. and Carol R. Johnson & Associates shall be the consultants that review the plans and specifications.

4. The Partnership shall repair any damage to the buildings, utilities or other improvements on or in the City's Land caused by the installation of the tiebacks and shall exonerate, indemnify and hold the City and all persons claiming

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS) _____, 1989
) ss.
)

Then personally appeared before me Robert W. Healy,
City Manager for the City of Cambridge, and acknowledges this
instrument to be his free act and deed and the free act and
deed of the City of Cambridge, before me.

Notary Public
My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS) _____, 1989
) ss.
)

Then personally appeared before me Arnold Marcus, as
Managing General Partner of Canal Park Associates, and
acknowledges this instrument to be his free act and deed and
the free act and deed of Canal Park Associates, before me.

Notary Public
My Commission Expires:_____

by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of any damage to such buildings, utilities or other improvements resulting from such installation. The Partnership agrees that to the extent the Partnership shall not make or commence to make reasonably necessary repairs to any of the aforementioned within ninety days of written notice from the City as to the need for such repairs and shall not thereafter complete such repairs with all due diligence, the City may make any such repairs on behalf of and at the expense of the Partnership. In the case of structural failures or other dangerous conditions, which in the reasonable judgement of the City materially and substantially jeopardize the use or structural integrity of any portion of the City's Land or which place human life at risk or injury, the City shall have the right, after notice to the Partnership, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of the Partnership (provided that the City gives written notice to the Partnership of such repairs at the earliest feasible time).

5. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

Robert W. Healy,
City Manager

CANAL PARK ASSOCIATES

By: _____
Arnold Marcus
Managing General Partner



City of Cambridge

Agenda Item No. 7(A)

IN CITY COUNCIL

June 19, 1989

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- WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May, 1978) and the East Cambridge Review Development Process and Guidelines (June, 1985); and
- WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in compliance with Article 12.000 of the Zoning Ordinance of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 66 to CambridgeSide Galleria Associates Trust, formerly known as Riverside Galleria Associates Trust, for the construction of a major mixed-use development in the Lechmere Canal and Triangle Area of East Cambridge; and
- WHEREAS: The plans for the mixed-use development of CambridgeSide Galleria Associates Trust have been much further developed since the issuance of Special Permit No. 66 in June of 1987; and
- WHEREAS: The staff of the Cambridge Community Development Department has reviewed and continues to review plans for the development as part of the design review process concerning the development pursuant to the requirements of Special Permit No. 66; and
- WHEREAS: The construction of the project requires that tiebacks be installed beneath the surface of the land in a portion of Lechmere Canal Park and that sheeting be installed in a two-foot strip of the City's land abutting a portion of the project's westerly boundary along First Street; and
- WHEREAS: The plans for the tiebacks and sheeting will be reviewed and approved by the Cambridge Department of Public Works prior to their installation; and
- WHEREAS: The proposed tiebacks and sheeting extend past the property line of the development into property owned by the City; and

WHEREAS: The entering into of an Agreement between the City and the developer of such development will allow such developer to install said tiebacks and sheeting and permit construction of the development to continue expeditiously and smoothly; now therefore, be it

ORDERED: That the City Manager of the City of Cambridge is hereby authorized to negotiate, execute, and deliver on behalf of the City of Cambridge an Agreement substantially in the form of the subject Tieback, Sheeting and Indemnity Agreement submitted to the City Council this day.

In City Council June 19, 1989.

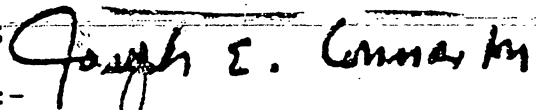
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-


Joseph E. Connarton, City Clerk.

TIEBACK, SHEETING AND INDEMNITY AGREEMENT

This Agreement is made as of the ____ day of June, 1989 by and between the City of Cambridge, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "City"), and Stephen R. Karp, Stephen C. Plumeri and William H. McCabe, Jr., as Trustees of CambridgeSide Galleria Associates Trust, formerly known as Riverside Galleria Associates Trust, u/d/t dated as of April 1, 1985, recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, filed with the Middlesex South Registry District of the Land Court as Document No. 678867, and noted on Certificate of Title No. 173226, in Registration Book 996, Page 76, Certificate of Title No. 179085, in Registration Book 1025, Page 135, and Certificate of Title No. 183186, in Registration Book 1046, Page 36, as affected by a Certificate of First Amendment of Declaration of Trust Establishing Riverside Galleria Associates Trust dated May 24, 1988, recorded with said Registry of Deeds in Book 19084, Page 73, and filed with said Registry District as Document No. 774995 (the "Trust"), having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159.

Reference is made to the fact that the Trust owns a certain parcel of land described on Exhibit A hereto (the "Building Site"), on which the Trust is constructing a mixed-use development, and to the fact that the City is the owner of certain land that is adjacent to the Building Site and that is described in Exhibit B hereto (the "City's Land").

Reference is also made to the fact that, in order to support the City's Land while excavation and construction is being undertaken on the Building Site, the Trust desires to install a sheeting and tieback system that will involve the installation in the City's Land of tiebacks below the surface of the ground.

Reference is also made to the fact that a geotechnical engineering firm and landscaping consultant are providing consulting services to the City (collectively, the "City's Consultants") in connection with review of the sheeting and tieback plans prepared by the Trust.

Reference is also made to the fact that the City is the owner of certain other land that is adjacent to the Building Site and that is described in Exhibit C hereto (the "First Street Easement Area").

Reference is also made to the fact that in connection with the construction on the Building Site by the Trust of the mixed-use development referred to above, the Trust desires to install certain sheeting in the First Street Easement Area below the surface of the ground.

NOW THEREFORE, in consideration of the facts referenced above, the promises herein contained and the payment this day by the Trust to the City of \$100.00, the receipt and sufficiency of which is hereby acknowledged by the City, the parties hereto agree as follows:

1. The City hereby grants to the Trust the permanent right and easement for tiebacks in the City's Land below the surface thereof in locations that will not interfere with the existing structures thereon in connection with the foregoing sheeting and tieback system. The Trust agrees to pay to the City Fifty Dollars (\$50.00) per tieback installed by the Trust in the City's Land no later than thirty (30) days following the installation of each such tieback. Following completion of construction on the Building Site, the tiebacks shall not be removed, but instead the Trust shall sever the same at a point near the property line between the Building Site and the City's Land.

2. The City hereby grants to the Trust the permanent right and easement for sheeting in the First Street Easement Area in connection with the construction of the mixed-use development on the Building Site, which sheeting shall be installed below the surface of the First Street Easement Area in locations that will not interfere with the existing structures thereon or therein or the utilities therein. Following completion of construction on the Building Site, the sheeting shall not be removed, but instead shall remain in place.

3. The Trust agrees to comply with necessary changes in the tieback and sheeting plans and specifications, including monitoring requirements, which are required by the City's Consultants and to pay the fees of the City's Consultants incurred by the City in connection therewith within 30 days of receipt of invoices therefor.

4. The Trust shall repair any damage to the buildings, utilities or other improvements on or in the City's Land or the First Street Easement Area caused by the installation of the tiebacks or the sheeting and shall exonerate, indemnify and hold the City and all persons claiming by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of any damage to such buildings, utilities or other improvements resulting from such installation. The Trust agrees that to the extent the Trust shall not make or commence to make reasonably necessary repairs to any of the aforementioned within ninety days of written notice from the City as to the need for such repairs and shall not thereafter complete such repairs with all due diligence, the City may make any such repairs on behalf of and at the expense of the Trust. In the case of structural failures or other dangerous conditions, which in the reasonable judgement of the City materially and substantially jeopardize the use or structural integrity of any portion of the City's Land or the First Street Easement Area or which place human life at risk or injury, the City shall have the right, after notice to the Trust, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of the Trust (provided that the City gives written notice to the Trust of such repairs at the earliest feasible time).

5. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CAMBRIDGE

Russell B. Higley, City Solicitor

Robert W. Healy, City Manager

CAMBRIDGESIDE GALLERIA ASSOCIATES
TRUST

By: _____
_____, for himself and
his Co-Trustees as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
) ss.
)

June __, 1989

Then personally appeared before me Robert W. Healy, City Manager for
the City of Cambridge, and acknowledged this instrument to be his free
act and deed and the free act and deed of the City of Cambridge, before
me.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)

) ss.
)

June __, 1989

Then personally appeared before me _____, as Trustee of
CambridgeSide Galleria Associates Trust, and acknowledged this instrument
to be his free act and deed as Trustee, before me.

Notary Public
My Commission Expires: _____

EXHIBIT A

SUBJECT PREMISES: Building Site
First Street & Commercial Avenue,
Cambridge, Massachusetts

Running Description

A certain parcel of land being comprised of registered and unregistered land situated between First Street and Commercial Avenue in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	At a point on the easterly sideline of First Street, which point lies N 9-28-49 E along said sideline 449.98 feet from the intersection of said sideline with the northerly sideline of Rogers Street, at a corner of the parcel herein described; thence running
N 09-28-49 E	along said sideline of First Street 50.00 feet; thence turning and running
S 80-31-11 E	along the Lechmere Parcel as shown on the plan herein below mentioned 217.64 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 163.42 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 78.17 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 21.67 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 26.67 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 6.75 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 65.67 feet; thence turning and running
S 09-28-49 W	along said Lechmere Parcel 11.92 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 47.14 feet to the easterly sideline of First Street; thence turning and running
N 09-28-49 E	along said First Street sideline 273.58 feet; thence turning and running

S 80-31-11 E along the Sears Parcel as shown on aforesaid plan 172.47 feet; thence turning and running

N 09-28-49 E along the Sears Parcel 178.78 feet; thence turning and running

N 68-34-30 E along said Sears parcel 7.56 feet to a point on Lechmere Canal Park (also being land now or formerly of the City of Cambridge); thence turning and running

Southeasterly along said City of Cambridge land, by a curve to the left, having a radius of 180.00 feet, and an arc length of 253.54 feet; thence turning and running

S 12-51-36 E along the westerly line of Lot 37, as indicated on Land Court Plan 85X, said line in part by the brick face of an existing building on Lot 37, being now or formerly of Edgewater Place Limited Partnership, a distance of Sixteen and 56/100 (16.56) feet, thence turning and running

S 54-48-31 E by land now or formerly of Edgewater Place Limited Partnership, and by land now or formerly of the Commonwealth of Massachusetts, a distance of 357.44 feet to the westerly sideline of Commercial Avenue; thence turning and running

Southerly along said sideline of Commercial Avenue by a curve to the left, having a radius of 5,839.00 feet and an arc length of 15.01 feet; thence turning and running

N 54-48-31 W a distance of 184.90 feet; thence turning and running

S 35-11-29 W a distance of 66.00 feet; thence turning and running

S 09-28-49 W a distance of 102.66 feet; thence turning and running

~~S 54-48-31 E a distance of 138.30 feet to the westerly sideline of~~
Commercial Avenue, the previous four courses by Lot 29 shown on Land Court Plan 85V; thence turning and running

S 35-11-29 W along said sideline of Commercial Avenue 146.85 feet, thence turning and running

Northwesterly along a curve to the right having a radius of 30.00 feet, and an arc length of 47.12 feet; thence turning and running

N 54-48-31 W a distance of 110.51 feet, thence turning and running

Southeasterly	along a curve to the left having a radius of 350.00 feet and an arc length of 70.96 feet; thence turning and running
S 54-48-31 E	a distance of 99.66 feet; thence turning and running
Southeasterly	along a curve to the right having a radius of 30.00 feet and an arc length of 18.36 feet; the previous five courses by land now or formerly of the City of Cambridge; thence turning and running
N 80-31-11 W	a distance of 44.77 feet; thence turning and running
S 09-28-49 W	a distance of 11.08 feet; thence turning and running
N 82-09-49 W	a distance of 40.68 feet; thence turning and running
N 80-31-11 W	a distance of 47.91 feet; thence turning and running
Southwesterly	along a curve to the left having a radius of 8.00 feet, and an arc length of 6.28 feet; thence turning and running
S 54-28-49 W	a distance of 9.61 feet; thence turning and running
Southwesterly	along a curve to the right having a radius of 7.50 feet, and an arc length of 4.27 feet; thence turning and running
S 09-28-49 W	a distance of 49.35 feet, the previous eight courses by Lot 33 shown on Land Court Plan 85W, and being land now or formerly of CambridgeSide Galleria Associates Trust; thence turning and running
Northwesterly	along a curve to the left having a radius of 7.50 feet, and an arc length of 1.62 feet; thence turning and running
N 80-31-11 W	a distance of 71.96 feet; thence turning and running
S 09-28-49 W	a distance of 236.00 feet, the previous three courses by Lot 35 shown on Land Court Plan 85W being land now or formerly of said CambridgeSide Galleria Associates Trust; thence turning and running
N 80-31-11 W	a distance of 10.01 feet; thence turning and running
S 09-28-49 W	a distance of 3.54 feet, the previous two courses by Lot 14 shown on Land Court Plan 85P and being land now or formerly of Lotus Development Corporation; thence turning and running

N 80-31-11 W a distance of 56.43 feet in part by Lot 14 shown on Land Court Plan 85P and unregistered land being said Lotus land; thence turning and running

N 09-28-49 E a distance of 48.54 feet; thence turning and running

N 80-31-11 W a distance of 40.00 feet; thence turning and running

N 09-28-49 E a distance of 200.00 feet, thence turning and running

N 80-31-11 W along said land of Lotus 200.00 feet to the point and place of beginning; the previous four courses by said Lotus land.

The above described parcel contains 291,842 square feet more or less, and is shown on a plan entitled "Title Insurance Plan of Land, Commercial Avenue, First Street in Cambridge, Mass." dated April 20, 1989, revised through May 5, 1989, prepared by the BSC Group - Surveying & Mapping, Inc. (Dwg. No. 2663-84).

The said Developer Parcel is comprised in part of the following registered land:

1. Lot 28 as shown on Land Court Plan No. 85V filed in the Land Registration Office;
2. Lot 32 as shown on Land Court Plan No. 85W filed in the Land Registration Office;
3. Lot 5 as shown on Land Court Plan No. 19502C filed in the Land Registration Office;
4. Lot 7 as shown on Land Court Plan No. 19502D filed in the Land Registration Office;
5. Lot 36 as shown on Land Court Plan No. 85W filed in the Land Registration Office; and
6. Lot 38 as shown on Land Court Plan No. 85X filed in the Land Registration Office.

EXHIBIT B

SUBJECT PREMISES: The City's Land
Lechmere Canal Park, City of Cambridge

Certain land situated in an area known as Lechmere Canal Park in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Commencing at a point on the easterly sideline of First Street, said point being the northwest corner of Lot 6A as shown on L.C. Plan 19502D, thence

S 80-31-11 E along said Lot 6A a distance of 154.76 feet to a point on Lechmere Canal Park; thence turning and running

Southeasterly along said Lechmere Canal Park as it curves to the left, having a radius of 180.00 feet and arc length of 20.00 feet to the Point of Beginning of the City's Land, herein described; continuing

Southeasterly along said Lechmere Canal Park as it curves to the left, having a radius of 180.00 feet, an arc length of 190.00 feet; thence turning and running

N 24-29-08 E on Lechmere Canal Park, being land now or formerly of the City of Cambridge 45.00 feet; thence turning and running

Northwesterly on Lechmere Canal Park along a curve to the right having a radius of 180.00 feet and an arc length of 142.50 feet; thence turning and running

S 85-07-52 W on Lechmere Canal Park 45.00 feet to the Point of Beginning.

The above described land contains 7481 square feet, more or less, and is labelled "The City's Land" on a plan entitled "Plan of Land Showing Tieback Agreement Area, Lechmere Canal Park in Cambridge, Mass." dated May 5, 1989, prepared by The BSC Group - Surveying and Mapping, Inc. (BSC Dwg. No. 2663-88), a copy of which is attached hereto and hereby incorporated herein.

S 80-31-11 E to the easterly sideline of First Street 2.00 feet,
 said point being the point and place of beginning.

The above described easement contains 1047 square feet, more or less, and is shown as "First Street Easement Area" on a plan entitled "City of Cambridge & Karp as Trustee, Easement Area Plan of Land, First Street, in Cambridge, MA", dated May 3, 1989, prepared by The BSC Group - Surveying & Mapping, Inc. (Dwg. No. 2663-87), a copy of which is attached hereto and hereby incorporated herein.



City of Cambridge

Agenda Item No. 7(B)

IN CITY COUNCIL

June 19, 1989

- WHEREAS: The City of Cambridge has been involved in a large scale redevelopment in the Lechmere Canal and Triangle area; and
- WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May, 1978) and the East Cambridge Review Development Process and Guidelines (June, 1985); and
- WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in compliance with Article 12.000 of the Zoning Ordinance of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 38 to Canal Park Associates, formerly known as the Marcus Organization, for the construction of One and Two Canal Park, a office/retail development located on Parcels C and F at Lechmere Canal; and
- WHEREAS: The plans for Two Canal Park have been much further developed since the issuance of Special Permit No. 38 in July of 1984; and
- WHEREAS: The staff of the Cambridge Community Development Department has reviewed and continues to review plans for Two Canal Park as part of the design review process concerning the development pursuant to the requirements of Special Permit No. 38; and
- WHEREAS: The construction of Two Canal Park requires that tiebacks be installed beneath the surface of the land in a portion of Lechmere Canal Park; and
- WHEREAS: The plans for the tiebacks will be reviewed and approved by the Cambridge Department of Public Works prior their installation; and
- WHEREAS: The proposed tiebacks extend past the property line of the development into property owned by the City; and

WHEREAS: The entering into of an Agreement between the City and the developer of Two Canal Park will allow such developer to install said tiebacks and permit construction of the development to continue expeditiously and smoothly; now therefore, be it

ORDERED: That the City Manager of the City of Cambridge is hereby authorized to negotiate, execute, and deliver on behalf of the City of Cambridge an Agreement substantially in the form of the subejct Tieback and Indemnity Agreement submitted to the City Council this day.

In City Council June 19, 1989.

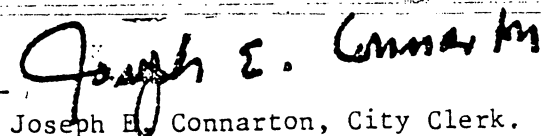
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-


Joseph E. Connarton, City Clerk.

TIEBACK AND INDEMNITY AGREEMENT

This Agreement is made as of the ____ day of June, 1989 by and between the City of Cambridge, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "City"), and Canal Park Associates, a New York general partnership (the "Partnership") with a principal office at 28 Thorndike Street, Cambridge, MA.

A. Reference is made to the fact that the Partnership owns a certain parcel of land described on Exhibit A hereto (the "Building Site"), on which the Partnership is constructing a development, and to the fact that the City is the owner of certain land that is adjacent to the Building Site and that is described in Exhibit B hereto (the "City's Land").

Reference is also made to the fact that, in order to support the City's Land while excavation and construction is being undertaken on the Building Site, the Partnership desires to install a tieback system that will involve the installation in the City's Land of tiebacks below the surface of the ground.

NOW THEREFORE, in consideration of the promises herein contained and the payment this day by the Partnership to the City of \$100.00, the receipt and sufficiency of which is hereby acknowledged by the City, the parties hereto agree as follows:

1. The City hereby grants to the Partnership the permanent right and easement for tiebacks in the City's Land below the surface thereof in locations that will not interfere with the existing structures thereon in connection with the foregoing tieback system. Following completion of construction on the Building Site, the tiebacks shall not be removed, but instead the Partnership shall sever the same at a point near the property line between the Building Site and the City's Land.

2. The Partnership agrees to pay the City \$50.00 for each tieback installed no later than thirty (30) days after installation of each such tieback.

3. The Partnership agrees to pay the fees within thirty (30) days of request therefor, of the City's consultants who have reviewed or will review the plans and specifications for the work contemplated by this Agreement, and further the Partnership agrees to comply with the recommendations of such consultants as to how the tiebacks are to be installed and monitored. The City intends that Haley & Aldrich, Inc. and Carol R. Johnson & Associates shall be the consultants that review the plans and specifications.

4. The Partnership shall repair any damage to the buildings, utilities or other improvements on or in the City's Land caused by the installation of the tiebacks and shall exonerate, indemnify and hold the City and all persons claiming

by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of any damage to such buildings, utilities or other improvements resulting from such installation. The Partnership agrees that to the extent the Partnership shall not make or commence to make reasonably necessary repairs to any of the aforementioned within ninety days of written notice from the City as to the need for such repairs and shall not thereafter complete such repairs with all due diligence, the City may make any such repairs on behalf of and at the expense of the Partnership. In the case of structural failures or other dangerous conditions, which in the reasonable judgement of the City materially and substantially jeopardize the use or structural integrity of any portion of the City's Land or which place human life at risk or injury, the City shall have the right, after notice to the Partnership, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of the Partnership (provided that the City gives written notice to the Partnership of such repairs at the earliest feasible time).

5. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

Robert W. Healy,
City Manager

CANAL PARK ASSOCIATES

By: _____
Arnold Marcus
Managing General Partner

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS) _____, 1989
) ss.
)

Then personally appeared before me Robert W. Healy,
City Manager for the City of Cambridge, and acknowledges this
instrument to be his free act and deed and the free act and
deed of the City of Cambridge, before me.

Notary Public
My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS) _____, 1989
) ss.
)

Then personally appeared before me Arnold Marcus, as
Managing General Partner of Canal Park Associates, and
acknowledges this instrument to be his free act and deed and
the free act and deed of Canal Park Associates, before me.

Notary Public
My Commission Expires:_____



City of Cambridge

Agenda Item No. 7(A)

IN CITY COUNCIL

June 19, 1989

- WHEREAS: The City of Cambridge has been involved in a large scale redevelopment in the Lechmere Canal and Triangle area; and
- WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May, 1978) and the East Cambridge Review Development Process and Guidelines (June, 1985); and
- WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in compliance with Article 12.000 of the Zoning Ordinance of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 66 to CambridgeSide Galleria Associates Trust, formerly known as Riverside Galleria Associates Trust, for the construction of a major mixed-use development in the Lechmere Canal and Triangle Area of East Cambridge; and
- WHEREAS: The plans for the mixed-use development of CambridgeSide Galleria Associates Trust have been much further developed since the issuance of Special Permit No. 66 in June of 1987; and
- WHEREAS: The staff of the Cambridge Community Development Department has reviewed and continues to review plans for the ~~development as part of the design review process concerning~~ the development pursuant to the requirements of Special Permit No. 66; and
- WHEREAS: The construction of the project requires that tiebacks be installed beneath the surface of the land in a portion of Lechmere Canal Park and that sheeting be installed in a two-foot strip of the City's land abutting a portion of the project's westerly boundary along First Street; and
- WHEREAS: The plans for the tiebacks and sheeting will be reviewed and approved by the Cambridge Department of Public Works prior to their installation; and
- WHEREAS: The proposed tiebacks and sheeting extend past the property line of the development into property owned by the City; and

WHEREAS: The entering into of an Agreement between the City and the developer of such development will allow such developer to install said tiebacks and sheeting and permit construction of the development to continue expeditiously and smoothly; now therefore, be it

ORDERED: That the City Manager of the City of Cambridge is hereby authorized to negotiate, execute, and deliver on behalf of the City of Cambridge an Agreement substantially in the form of the subject Tieback, Sheeting and Indemnity Agreement submitted to the City Council this day.

In City Council June 19, 1989.

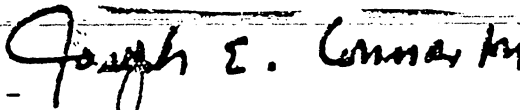
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-


Joseph E. Connarton, City Clerk.

TIEBACK, SHEETING AND INDEMNITY AGREEMENT

This Agreement is made as of the ____ day of June, 1989 by and between the City of Cambridge, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "City"), and Stephen R. Karp, Stephen C. Plumeri and William H. McCabe, Jr., as Trustees of CambridgeSide Galleria Associates Trust, formerly known as Riverside Galleria Associates Trust, u/d/t dated as of April 1, 1985, recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, filed with the Middlesex South Registry District of the Land Court as Document No. 678867, and noted on Certificate of Title No. 173226, in Registration Book 996, Page 76, Certificate of Title No. 179085, in Registration Book 1025, Page 135, and Certificate of Title No. 183186, in Registration Book 1046, Page 36, as affected by a Certificate of First Amendment of Declaration of Trust Establishing Riverside Galleria Associates Trust dated May 24, 1988, recorded with said Registry of Deeds in Book 19084, Page 73, and filed with said Registry District as Document No. 774995 (the "Trust"), having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159.

Reference is made to the fact that the Trust owns a certain parcel of land described on Exhibit A hereto (the "Building Site"), on which the Trust is constructing a mixed-use development, and to the fact that the City is the owner of certain land that is adjacent to the Building Site and that is described in Exhibit B hereto (the "City's Land").

Reference is also made to the fact that, in order to support the City's Land while excavation and construction is being undertaken on the Building Site, the Trust desires to install a sheeting and tieback system that will involve the installation in the City's Land of tiebacks below the surface of the ground.

Reference is also made to the fact that a geotechnical engineering firm and landscaping consultant are providing consulting services to the City (collectively, the "City's Consultants") in connection with review of the sheeting and tieback plans prepared by the Trust.

Reference is also made to the fact that the City is the owner of certain other land that is adjacent to the Building Site and that is described in Exhibit C hereto (the "First Street Easement Area").

Reference is also made to the fact that in connection with the construction on the Building Site by the Trust of the mixed-use development referred to above, the Trust desires to install certain sheeting in the First Street Easement Area below the surface of the ground.

NOW THEREFORE, in consideration of the facts referenced above, the promises herein contained and the payment this day by the Trust to the City of \$100.00, the receipt and sufficiency of which is hereby acknowledged by the City, the parties hereto agree as follows:

1. The City hereby grants to the Trust the permanent right and easement for tiebacks in the City's Land below the surface thereof in locations that will not interfere with the existing structures thereon in connection with the foregoing sheeting and tieback system. The Trust agrees to pay to the City Fifty Dollars (\$50.00) per tieback installed by the Trust in the City's Land no later than thirty (30) days following the installation of each such tieback. Following completion of construction on the Building Site, the tiebacks shall not be removed, but instead the Trust shall sever the same at a point near the property line between the Building Site and the City's Land.

2. The City hereby grants to the Trust the permanent right and easement for sheeting in the First Street Easement Area in connection with the construction of the mixed-use development on the Building Site, which sheeting shall be installed below the surface of the First Street Easement Area in locations that will not interfere with the existing structures thereon or therein or the utilities therein. Following completion of construction on the Building Site, the sheeting shall not be removed, but instead shall remain in place.

3. The Trust agrees to comply with necessary changes in the tieback and sheeting plans and specifications, including monitoring requirements, which are required by the City's Consultants and to pay the fees of the City's Consultants incurred by the City in connection therewith within 30 days of receipt of invoices therefor.

4. The Trust shall repair any damage to the buildings, utilities or other improvements on or in the City's Land or the First Street Easement Area caused by the installation of the tiebacks or the sheeting and shall exonerate, indemnify and hold the City and all persons claiming by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of any damage to such buildings, utilities or other improvements resulting from such installation. The Trust agrees that to the extent the Trust shall not make or commence to make reasonably necessary repairs to any of the aforementioned within ninety days of written notice from the City as to the need for such repairs and shall not thereafter complete such repairs with all due diligence, the City may make any such repairs on behalf of and at the expense of the Trust. In the case of structural failures or other dangerous conditions, which in the reasonable judgement of the City materially and substantially jeopardize the use or structural integrity of any portion of the City's Land or the First Street Easement Area or which place human life at risk or injury, the City shall have the right, after notice to the Trust, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of the Trust (provided that the City gives written notice to the Trust of such repairs at the earliest feasible time).

5. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands
and seals as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CAMBRIDGE

Russell B. Higley, City Solicitor

Robert W. Healy, City Manager

CAMBRIDGESIDE GALLERIA ASSOCIATES
TRUST

By: _____
_____, for himself and
his Co-Trustees as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
) ss.
)

June __, 1989

Then personally appeared before me Robert W. Healy, City Manager for
the City of Cambridge, and acknowledged this instrument to be his free
act and deed and the free act and deed of the City of Cambridge, before
me.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
) ss.
)

June __, 1989

Then personally appeared before me _____, as Trustee of
CambridgeSide Galleria Associates Trust, and acknowledged this instrument
to be his free act and deed as Trustee, before me.

Notary Public
My Commission Expires: _____

EXHIBIT A

SUBJECT PREMISES: Building Site
First Street & Commercial Avenue,
Cambridge, Massachusetts

Running Description

A certain parcel of land being comprised of registered and unregistered land situated between First Street and Commercial Avenue in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	At a point on the easterly sideline of First Street, which point lies N 9-28-49 E along said sideline 449.98 feet from the intersection of said sideline with the northerly sideline of Rogers Street, at a corner of the parcel herein described; thence running
N 09-28-49 E	along said sideline of First Street 50.00 feet; thence turning and running
S 80-31-11 E	along the Lechmere Parcel as shown on the plan herein below mentioned 217.64 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 163.42 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 78.17 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 21.67 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 26.67 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 6.75 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 65.67 feet; thence turning and running
S 09-28-49 W	along said Lechmere Parcel 11.92 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 47.14 feet to the easterly sideline of First Street; thence turning and running
N 09-28-49 E	along said First Street sideline 273.58 feet; thence turning and running

S 80-31-11 E along the Sears Parcel as shown on aforesaid plan 172.47 feet; thence turning and running

N 09-28-49 E along the Sears Parcel 178.78 feet; thence turning and running

N 68-34-30 E along said Sears parcel 7.56 feet to a point on Lechmere Canal Park (also being land now or formerly of the City of Cambridge); thence turning and running

Southeasterly along said City of Cambridge land, by a curve to the left, having a radius of 180.00 feet, and an arc length of 253.54 feet; thence turning and running

S 12-51-36 E along the westerly line of Lot 37, as indicated on Land Court Plan 85X, said line in part by the brick face of an existing building on Lot 37, being now or formerly of Edgewater Place Limited Partnership, a distance of Sixteen and 56/100 (16.56) feet, thence turning and running

S 54-48-31 E by land now or formerly of Edgewater Place Limited Partnership, and by land now or formerly of the Commonwealth of Massachusetts, a distance of 357.44 feet to the westerly sideline of Commercial Avenue; thence turning and running

Southerly along said sideline of Commercial Avenue by a curve to the left, having a radius of 5,839.00 feet and an arc length of 15.01 feet; thence turning and running

N 54-48-31 W a distance of 184.90 feet; thence turning and running

S 35-11-29 W a distance of 66.00 feet; thence turning and running

S 09-28-49 W a distance of 102.66 feet; thence turning and running

~~S 54-48-31 E a distance of 138.30 feet to the westerly sideline of Commercial Avenue, the previous four courses by Lot 29 shown on Land Court Plan 85V; thence turning and running~~

S 35-11-29 W along said sideline of Commercial Avenue 146.85 feet, thence turning and running

Northwesterly along a curve to the right having a radius of 30.00 feet, and an arc length of 47.12 feet; thence turning and running

N 54-48-31 W a distance of 110.51 feet, thence turning and running

Southeasterly	along a curve to the left having a radius of 350.00 feet and an arc length of 70.96 feet; thence turning and running
S 54-48-31 E	a distance of 99.66 feet; thence turning and running
Southeasterly	along a curve to the right having a radius of 30.00 feet and an arc length of 18.36 feet; the previous five courses by land now or formerly of the City of Cambridge; thence turning and running
N 80-31-11 W	a distance of 44.77 feet; thence turning and running
S 09-28-49 W	a distance of 11.08 feet; thence turning and running
N 82-09-49 W	a distance of 40.68 feet; thence turning and running
N 80-31-11 W	a distance of 47.91 feet; thence turning and running
Southwesterly	along a curve to the left having a radius of 8.00 feet, and an arc length of 6.28 feet; thence turning and running
S 54-28-49 W	a distance of 9.61 feet; thence turning and running
Southwesterly	along a curve to the right having a radius of 7.50 feet, and an arc length of 4.27 feet; thence turning and running
S 09-28-49 W	a distance of 49.35 feet, the previous eight courses by Lot 33 shown on Land Court Plan 85W, and being land now or formerly of CambridgeSide Galleria Associates Trust; thence turning and running
Northwesterly	along a curve to the left having a radius of 7.50 feet, and an arc length of 1.62 feet; thence turning and running
N 80-31-11 W	a distance of 71.96 feet; thence turning and running
S 09-28-49 W	a distance of 236.00 feet, the previous three courses by Lot 35 shown on Land Court Plan 85W being land now or formerly of said CambridgeSide Galleria Associates Trust; thence turning and running
N 80-31-11 W	a distance of 10.01 feet; thence turning and running
S 09-28-49 W	a distance of 3.54 feet, the previous two courses by Lot 14 shown on Land Court Plan 85P and being land now or formerly of Lotus Development Corporation; thence turning and running

N 80-31-11 W a distance of 56.43 feet in part by Lot 14 shown on Land Court Plan 85P and unregistered land being said Lotus land; thence turning and running

N 09-28-49 E a distance of 48.54 feet; thence turning and running

N 80-31-11 W a distance of 40.00 feet; thence turning and running

N 09-28-49 E a distance of 200.00 feet, thence turning and running

N 80-31-11 W along said land of Lotus 200.00 feet to the point and place of beginning; the previous four courses by said Lotus land.

The above described parcel contains 291,842 square feet more or less, and is shown on a plan entitled "Title Insurance Plan of Land, Commercial Avenue, First Street in Cambridge, Mass." dated April 20, 1989, revised through May 5, 1989, prepared by the BSC Group - Surveying & Mapping, Inc. (Dwg. No. 2663-84).

The said Developer Parcel is comprised in part of the following registered land:

1. Lot 28 as shown on Land Court Plan No. 85V filed in the Land Registration Office;
2. Lot 32 as shown on Land Court Plan No. 85W filed in the Land Registration Office;
3. Lot 5 as shown on Land Court Plan No. 19502C filed in the Land Registration Office;
4. Lot 7 as shown on Land Court Plan No. 19502D filed in the Land Registration Office;
5. Lot 36 as shown on Land Court Plan No. 85W filed in the Land Registration Office; and
6. Lot 38 as shown on Land Court Plan No. 85X filed in the Land Registration Office.

EXHIBIT B

SUBJECT PREMISES: The City's Land
Lechmere Canal Park, City of Cambridge

Certain land situated in an area known as Lechmere Canal Park in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Commencing at a point on the easterly sideline of First Street, said point being the northwest corner of Lot 6A as shown on L.C. Plan 19502D, thence

S 80-31-11 E along said Lot 6A a distance of 154.76 feet to a point on Lechmere Canal Park; thence turning and running

Southeasterly along said Lechmere Canal Park as it curves to the left, having a radius of 180.00 feet and arc length of 20.00 feet to the Point of Beginning of the City's Land, herein described; continuing

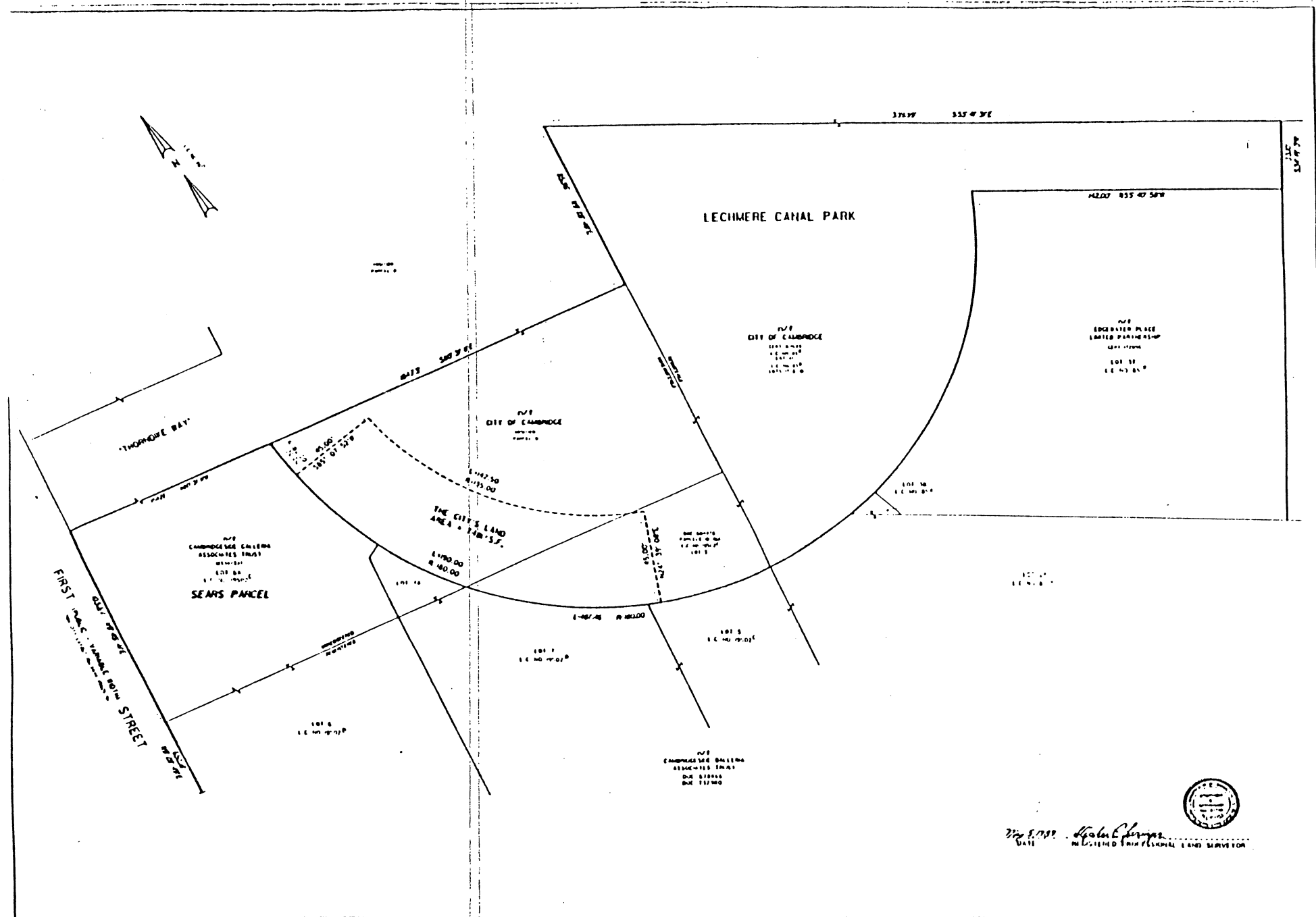
Southeasterly along said Lechmere Canal Park as it curves to the left, having a radius of 180.00 feet, an arc length of 190.00 feet; thence turning and running

N 24-29-08 E on Lechmere Canal Park, being land now or formerly of the City of Cambridge 45.00 feet; thence turning and running

Northwesterly on Lechmere Canal Park along a curve to the right having a radius of 180.00 feet and an arc length of 142.50 feet; thence turning and running

S 85-07-52 W on Lechmere Canal Park 45.00 feet to the Point of Beginning.

The above described land contains 7481 square feet, more or less, and is labelled "The City's Land" on a plan entitled "Plan of Land Showing Tieback Agreement Area, Lechmere Canal Park in Cambridge, Mass." dated May 5, 1989, prepared by The BSC Group - Surveying and Mapping, Inc. (BSC Dwg. No. 2663-88), a copy of which is attached hereto and hereby incorporated herein.



PREPARED FOR
 THE BOARD OF
 SUPERVISORS
 OF THE CITY OF
 CAMBRIDGE, MASS.

PLAN OF LAND
 SHOPPING TRAIL
 AGREEMENT AND
 LECHMERE CANAL
 IN
 CAMBRIDGE, MASS.

BSC

THE CITY OF CAMBRIDGE
 BOARD OF SUPERVISORS
 100 NORTH ST.
 CAMBRIDGE, MASS. 02142

DATE: 1/1/88
 BY: [Signature]
 REGISTERED PROFESSIONAL LAND SURVEYOR

EXHIBIT C

SUBJECT PREMISES: First Street Land
First Street, Cambridge, MA

Running Description

An easement in First Street situated on the easterly side of First Street in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	at the northwest corner of Lot 31A, as shown on a plan hereinbelow mentioned, which point lies on the easterly sideline of First Street; thence running
N9-28-49E	a distance of 679.90 feet from the intersection of said sideline with the northerly sideline of Rogers Street, at the southeast corner of the parcel herein described; thence running
N 9-28-49 E	along the easterly sideline of First Street 420.26 feet; thence turning and running
N 9-45-41 E	along said sideline of First Street 103.24 feet; thence turning and running
N 80-14-19 W	into First Street 2.00 feet; thence turning and running
S 09-45-41 W	in First Street 103.25 feet; thence turning and running
S 09-28-49 W	in First Street 420.27 feet; thence turning and running

S 80-31-11 E to the easterly sideline of First Street 2.00 feet,
 said point being the point and place of beginning.

The above described easement contains 1047 square feet, more or less, and is shown as "First Street Easement Area" on a plan entitled "City of Cambridge & Karp as Trustee, Easement Area Plan of Land, First Street, in Cambridge, MA", dated May 3, 1989, prepared by The BSC Group - Surveying & Mapping, Inc. (Dwg. No. 2663-87), a copy of which is attached hereto and hereby incorporated herein.



City of Cambridge

Agenda Item No. 7(B)

IN CITY COUNCIL

June 19, 1989

- WHEREAS: The City of Cambridge has been involved in a large scale redevelopment in the Lechmere Canal and Triangle area; and
- WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May, 1978) and the East Cambridge Review Development Process and Guidelines (June, 1985); and
- WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in compliance with Article 12.000 of the Zoning Ordinance of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 38 to Canal Park Associates, formerly known as the Marcus Organization, for the construction of One and Two Canal Park, a office/retail development located on Parcels C and F at Lechmere Canal; and
- WHEREAS: The plans for Two Canal Park have been much further developed since the issuance of Special Permit No. 38 in July of 1984; and
- WHEREAS: The staff of the Cambridge Community Development Department has reviewed and continues to review plans for Two Canal Park as part of the design review process concerning the development pursuant to the requirements of Special Permit No. 38; and
- WHEREAS: The construction of Two Canal Park requires that tiebacks be installed beneath the surface of the land in a portion of Lechmere Canal Park; and
- WHEREAS: The plans for the tiebacks will be reviewed and approved by the Cambridge Department of Public Works prior their installation; and
- WHEREAS: The proposed tiebacks extend past the property line of the development into property owned by the City; and

WHEREAS: The entering into of an Agreement between the City and the developer of Two Canal Park will allow such developer to install said tiebacks and permit construction of the development to continue expeditiously and smoothly; now therefore, be it

ORDERED: That the City Manager of the City of Cambridge is hereby authorized to negotiate, execute, and deliver on behalf of the City of Cambridge an Agreement substantially in the form of the subejct Tieback and Indemnity Agreement submitted to the City Council this day.

In City Council June 19, 1989.

Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.

TIEBACK AND INDEMNITY AGREEMENT

This Agreement is made as of the ____ day of June, 1989 by and between the City of Cambridge, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "City"), and Canal Park Associates, a New York general partnership (the "Partnership") with a principal office at 28 Thorndike Street, Cambridge, MA.

A. Reference is made to the fact that the Partnership owns a certain parcel of land described on Exhibit A hereto (the "Building Site"), on which the Partnership is constructing a development, and to the fact that the City is the owner of certain land that is adjacent to the Building Site and that is described in Exhibit B hereto (the "City's Land").

Reference is also made to the fact that, in order to support the City's Land while excavation and construction is being undertaken on the Building Site, the Partnership desires to install a tieback system that will involve the installation in the City's Land of tiebacks below the surface of the ground.

NOW THEREFORE, in consideration of the promises herein contained and the payment this day by the Partnership to the City of \$100.00, the receipt and sufficiency of which is hereby acknowledged by the City, the parties hereto agree as follows:

1. The City hereby grants to the Partnership the permanent right and easement for tiebacks in the City's Land below the surface thereof in locations that will not interfere with the existing structures thereon in connection with the foregoing tieback system. Following completion of construction on the Building Site, the tiebacks shall not be removed, but instead the Partnership shall sever the same at a point near the property line between the Building Site and the City's Land.

2. The Partnership agrees to pay the City \$50.00 for each tieback installed no later than thirty (30) days after installation of each such tieback.

3. The Partnership agrees to pay the fees within thirty (30) days of request therefor, of the City's consultants who have reviewed or will review the plans and specifications for the work contemplated by this Agreement, and further the Partnership agrees to comply with the recommendations of such consultants as to how the tiebacks are to be installed and monitored. The City intends that Haley & Aldrich, Inc. and Carol R. Johnson & Associates shall be the consultants that review the plans and specifications.

4. The Partnership shall repair any damage to the buildings, utilities or other improvements on or in the City's Land caused by the installation of the tiebacks and shall exonerate, indemnify and hold the City and all persons claiming

by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of any damage to such buildings, utilities or other improvements resulting from such installation. The Partnership agrees that to the extent the Partnership shall not make or commence to make reasonably necessary repairs to any of the aforementioned within ninety days of written notice from the City as to the need for such repairs and shall not thereafter complete such repairs with all due diligence, the City may make any such repairs on behalf of and at the expense of the Partnership. In the case of structural failures or other dangerous conditions, which in the reasonable judgement of the City materially and substantially jeopardize the use or structural integrity of any portion of the City's Land or which place human life at risk or injury, the City shall have the right, after notice to the Partnership, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of the Partnership (provided that the City gives written notice to the Partnership of such repairs at the earliest feasible time).

5. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

Robert W. Healy,
City Manager

CANAL PARK ASSOCIATES

By: _____
Arnold Marcus
Managing General Partner

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS) _____, 1989
) ss.
)

Then personally appeared before me Robert W. Healy,
City Manager for the City of Cambridge, and acknowledges this
instrument to be his free act and deed and the free act and
deed of the City of Cambridge, before me.

Notary Public
My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS) _____, 1989
) ss.
)

Then personally appeared before me Arnold Marcus, as
Managing General Partner of Canal Park Associates, and
acknowledges this instrument to be his free act and deed and
the free act and deed of Canal Park Associates, before me.

Notary Public
My Commission Expires:_____

City of Cambridge

MASSACHUSETTS

In City Council June 19, 1989

AGENDA ITEM NO. 7(A)

RE: PROPOSED ORDER AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE & DELIVER ON BEHALF OF THE CITY AN AGREEMENT SUBSTANTIALLY IN THE FORM OF THE SUBJECT TIEBACK, SHEETING & INDEMNITY AGREEMENT RE: LECHMERE CANAL PARK

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy			✓	
Mr. Francis H. Duehay	✓			
Ms. Saundra Graham	✓			
Mrs. Sheila T. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan	✓			
Mr. William H. Walsh	✓			
Ms. Alice K. Wolf	✓			
Mayor Alfred E. Vellucci	✓			

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C. W. S.
MS
TP

City of Cambridge

MASSACHUSETTS

AGENDA ITEM NO. 7(B)

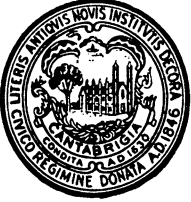
In City Council June 19, 1989

RE: PROPOSED ORDER AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE & DELIVER ON BEHALF OF THE CITY AN AGREEMENT SUBSTANTIALLY IN THE FORM OF THE SUBJECT TIEBACK & INDEMNITY AGREEMENT
RE:TIEBACK CONSTRUCTION BENEATH THE LAND ON A PORTION OF LECHMERE CANAL

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy			✓	
Mr. Francis H. Duehay	✓			
Ms. Sandra Graham	✓			
Mrs. Sheila T. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan	✓			
Mr. William H. Walsh	✓			
Ms. Alice K. Wolf	✓			
Mayor Alfred E. Vellucci	✓			

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CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT
City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

498-9034

15 June 1989

MEMORANDUM

TO: Robert W. Healy
City Manager

FROM: Michael H. Rosenberg *MHR.*
Assistant City Manager
for Community Development

RE: Tieback, Sheeting and Indemnity Agreements
- CambridgeSide Galleria Associates Trust
- Canal Park Associates

I am writing to request that the attached, proposed two City Council Orders be placed on the next Council meeting agenda for their consideration and action.

Specifically, the attached Orders would authorize you to execute Agreements with both CambridgeSide Galleria Associates Trust and Canal Park Associates which would allow the developers to install tiebacks and sheeting in portions of Lechmere Canal Park and/or First Street. The tiebacks which would be installed under Lechmere Canal Park are needed to support steel sheeting which will be installed on each developer's respective property line with the Park. The sheeting is part of the foundation construction for the CambridgeSide Galleria and for the foundation construction for Two Canal Park. The tiebacks are proposed as an alternative to an internal bracing system for the sheeting because of the superior performance the tiebacks will provide and to minimize any disturbance to the Park due to the sheeting's installation. The plans for the tiebacks are being reviewed both by the Department of Public Works and their geotechnical consultant and will require DPW approval prior to construction. As was done with River Court both developers will be required to pay to the City a fee of \$50.00 per tieback.

In addition, the agreement with CambridgeSide would permit them to install steel sheeting within a two-foot strip of

Mr. Robert W. Healy
15 June 1989
Page 2

the City owned sidewalk on First Street that is adjacent to the Galleria. The plans for the sheeting are also being reviewed by DPW and the City's geotechnical consultant and will need to be approved by them. This sheeting would be under the sidewalk and is needed to provide a safer installation of the Galleria foundation.

Both the Galleria project and One and Two Canal Park projects have undergone extensive City review, scrutiny and negotiation for more than four years. These Agreements will allow construction of both projects to proceed expeditiously with a minimum of disruption. I would, therefore, recommend Council approval of the attached two Orders and request that they be placed before the Council for consideration.

MHR/j

Attachments



City of Cambridge

Agenda Item No. 7(A)

IN CITY COUNCIL

June 19, 1989

- WHEREAS: The City of Cambridge has been involved in a large scale redevelopment in the Lechmere Canal and Triangle area; and
- WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May, 1978) and the East Cambridge Review Development Process and Guidelines (June, 1985); and
- WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in compliance with Article 12.000 of the Zoning Ordinance of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 66 to CambridgeSide Galleria Associates Trust, formerly known as Riverside Galleria Associates Trust, for the construction of a major mixed-use development in the Lechmere Canal and Triangle Area of East Cambridge; and
- WHEREAS: The plans for the mixed-use development of CambridgeSide Galleria Associates Trust have been much further developed since the issuance of Special Permit No. 66 in June of 1987; and
- WHEREAS: The staff of the Cambridge Community Development Department has reviewed and continues to review plans for the development as part of the design review process concerning the development pursuant to the requirements of Special Permit No. 66; and
- WHEREAS: The construction of the project requires that tiebacks be installed beneath the surface of the land in a portion of Lechmere Canal Park and that sheeting be installed in a two-foot strip of the City's land abutting a portion of the project's westerly boundary along First Street; and
- WHEREAS: The plans for the tiebacks and sheeting will be reviewed and approved by the Cambridge Department of Public Works prior to their installation; and
- WHEREAS: The proposed tiebacks and sheeting extend past the property line of the development into property owned by the City; and

WHEREAS: The entering into of an Agreement between the City and the developer of such development will allow such developer to install said tiebacks and sheeting and permit construction of the development to continue expeditiously and smoothly; now therefore, be it

ORDERED: That the City Manager of the City of Cambridge is hereby authorized to negotiate, execute, and deliver on behalf of the City of Cambridge an Agreement substantially in the form of the subject Tieback, Sheeting and Indemnity Agreement submitted to the City Council this day.

In City Council June 19, 1989.

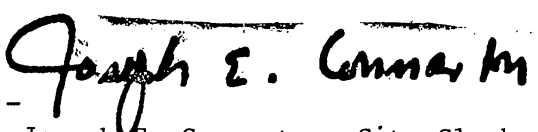
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-


Joseph E. Connarton, City Clerk.

TIEBACK, SHEETING AND INDEMNITY AGREEMENT

This Agreement is made as of the ____ day of June, 1989 by and between the City of Cambridge, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "City"), and Stephen R. Karp, Stephen C. Plumeri and William H. McCabe, Jr., as Trustees of CambridgeSide Galleria Associates Trust, formerly known as Riverside Galleria Associates Trust, u/d/t dated as of April 1, 1985, recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, filed with the Middlesex South Registry District of the Land Court as Document No. 678867, and noted on Certificate of Title No. 173226, in Registration Book 996, Page 76, Certificate of Title No. 179085, in Registration Book 1025, Page 135, and Certificate of Title No. 183186, in Registration Book 1046, Page 36, as affected by a Certificate of First Amendment of Declaration of Trust Establishing Riverside Galleria Associates Trust dated May 24, 1988, recorded with said Registry of Deeds in Book 19084, Page 73, and filed with said Registry District as Document No. 774995 (the "Trust"), having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159.

Reference is made to the fact that the Trust owns a certain parcel of land described on Exhibit A hereto (the "Building Site"), on which the Trust is constructing a mixed-use development, and to the fact that the City is the owner of certain land that is adjacent to the Building Site and that is described in Exhibit B hereto (the "City's Land").

Reference is also made to the fact that, in order to support the City's Land while excavation and construction is being undertaken on the Building Site, the Trust desires to install a sheeting and tieback system that will involve the installation in the City's Land of tiebacks below the surface of the ground.

Reference is also made to the fact that a geotechnical engineering firm and landscaping consultant are providing consulting services to the City (collectively, the "City's Consultants") in connection with review of the sheeting and tieback plans prepared by the Trust.

Reference is also made to the fact that the City is the owner of certain other land that is adjacent to the Building Site and that is described in Exhibit C hereto (the "First Street Easement Area").

Reference is also made to the fact that in connection with the construction on the Building Site by the Trust of the mixed-use development referred to above, the Trust desires to install certain sheeting in the First Street Easement Area below the surface of the ground.

NOW THEREFORE, in consideration of the facts referenced above, the promises herein contained and the payment this day by the Trust to the City of \$100.00, the receipt and sufficiency of which is hereby acknowledged by the City, the parties hereto agree as follows:

1. The City hereby grants to the Trust the permanent right and easement for tiebacks in the City's Land below the surface thereof in locations that will not interfere with the existing structures thereon in connection with the foregoing sheeting and tieback system. The Trust agrees to pay to the City Fifty Dollars (\$50.00) per tieback installed by the Trust in the City's Land no later than thirty (30) days following the installation of each such tieback. Following completion of construction on the Building Site, the tiebacks shall not be removed, but instead the Trust shall sever the same at a point near the property line between the Building Site and the City's Land.

2. The City hereby grants to the Trust the permanent right and easement for sheeting in the First Street Easement Area in connection with the construction of the mixed-use development on the Building Site, which sheeting shall be installed below the surface of the First Street Easement Area in locations that will not interfere with the existing structures thereon or therein or the utilities therein. Following completion of construction on the Building Site, the sheeting shall not be removed, but instead shall remain in place.

3. The Trust agrees to comply with necessary changes in the tieback and sheeting plans and specifications, including monitoring requirements, which are required by the City's Consultants and to pay the fees of the City's Consultants incurred by the City in connection therewith within 30 days of receipt of invoices therefor.

4. The Trust shall repair any damage to the buildings, utilities or other improvements on or in the City's Land or the First Street Easement Area caused by the installation of the tiebacks or the sheeting and shall exonerate, indemnify and hold the City and all persons claiming by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of any damage to such buildings, utilities or other improvements resulting from such installation. The Trust agrees that to the extent the Trust shall not make or commence to make reasonably necessary repairs to any of the aforementioned within ninety days of written notice from the City as to the need for such repairs and shall not thereafter complete such repairs with all due diligence, the City may make any such repairs on behalf of and at the expense of the Trust. In the case of structural failures or other dangerous conditions, which in the reasonable judgement of the City materially and substantially jeopardize the use or structural integrity of any portion of the City's Land or the First Street Easement Area or which place human life at risk or injury, the City shall have the right, after notice to the Trust, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of the Trust (provided that the City gives written notice to the Trust of such repairs at the earliest feasible time).

5. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CAMBRIDGE

Russell B. Higley, City Solicitor

Robert W. Healy, City Manager

CAMBRIDGESIDE GALLERIA ASSOCIATES
TRUST

By: _____
_____, for himself and
his Co-Trustees as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
)ss.
)

June __, 1989

Then personally appeared before me Robert W. Healy, City Manager for the City of Cambridge, and acknowledged this instrument to be his free act and deed and the free act and deed of the City of Cambridge, before me.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
)ss.
)

June __, 1989

Then personally appeared before me _____, as Trustee of CambridgeSide Galleria Associates Trust, and acknowledged this instrument to be his free act and deed as Trustee, before me.

Notary Public
My Commission Expires: _____

EXHIBIT A

SUBJECT PREMISES: Building Site
First Street & Commercial Avenue,
Cambridge, Massachusetts

Running Description

A certain parcel of land being comprised of registered and unregistered land situated between First Street and Commercial Avenue in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	At a point on the easterly sideline of First Street, which point lies N 9-28-49 E along said sideline 449.98 feet from the intersection of said sideline with the northerly sideline of Rogers Street, at a corner of the parcel herein described; thence running
N 09-28-49 E	along said sideline of First Street 50.00 feet; thence turning and running
S 80-31-11 E	along the Lechmere Parcel as shown on the plan herein below mentioned 217.64 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 163.42 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 78.17 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 21.67 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 26.67 feet; thence turning and running
N 09-28-49 E	along said Lechmere Parcel 6.75 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 65.67 feet; thence turning and running
S 09-28-49 W	along said Lechmere Parcel 11.92 feet; thence turning and running
N 80-31-11 W	along said Lechmere Parcel 47.14 feet to the easterly sideline of First Street; thence turning and running
N 09-28-49 E	along said First Street sideline 273.58 feet; thence turning and running

S 80-31-11 E along the Sears Parcel as shown on aforesaid plan 172.47 feet; thence turning and running

N 09-28-49 E along the Sears Parcel 178.78 feet; thence turning and running

N 68-34-30 E along said Sears parcel 7.56 feet to a point on Lechmere Canal Park (also being land now or formerly of the City of Cambridge); thence turning and running

Southeasterly along said City of Cambridge land, by a curve to the left, having a radius of 180.00 feet, and an arc length of 253.54 feet; thence turning and running

S 12-51-36 E along the westerly line of Lot 37, as indicated on Land Court Plan 85X, said line in part by the brick face of an existing building on Lot 37, being now or formerly of Edgewater Place Limited Partnership, a distance of Sixteen and 56/100 (16.56) feet, thence turning and running

S 54-48-31 E by land now or formerly of Edgewater Place Limited Partnership, and by land now or formerly of the Commonwealth of Massachusetts, a distance of 357.44 feet to the westerly sideline of Commercial Avenue; thence turning and running

Southerly along said sideline of Commercial Avenue by a curve to the left, having a radius of 5,839.00 feet and an arc length of 15.01 feet; thence turning and running

N 54-48-31 W a distance of 184.90 feet; thence turning and running

S 35-11-29 W a distance of 66.00 feet; thence turning and running

S 09-28-49 W a distance of 102.66 feet; thence turning and running

S 54-48-31 E a distance of 138.30 feet to the westerly sideline of Commercial Avenue, the previous four courses by Lot 29 shown on Land Court Plan 85V; thence turning and running

S 35-11-29 W along said sideline of Commercial Avenue 146.85 feet, thence turning and running

Northwesterly along a curve to the right having a radius of 30.00 feet, and an arc length of 47.12 feet; thence turning and running

N 54-48-31 W a distance of 110.51 feet, thence turning and running

Southeasterly along a curve to the left having a radius of 350.00 feet and an arc length of 70.96 feet; thence turning and running

S 54-48-31 E a distance of 99.66 feet; thence turning and running

Southeasterly along a curve to the right having a radius of 30.00 feet and an arc length of 18.36 feet; the previous five courses by land now or formerly of the City of Cambridge; thence turning and running

N 80-31-11 W a distance of 44.77 feet; thence turning and running

S 09-28-49 W a distance of 11.08 feet; thence turning and running

N 82-09-49 W a distance of 40.68 feet; thence turning and running

N 80-31-11 W a distance of 47.91 feet; thence turning and running

Southwesterly along a curve to the left having a radius of 8.00 feet, and an arc length of 6.28 feet; thence turning and running

S 54-28-49 W a distance of 9.61 feet; thence turning and running

Southwesterly along a curve to the right having a radius of 7.50 feet, and an arc length of 4.27 feet; thence turning and running

S 09-28-49 W a distance of 49.35 feet, the previous eight courses by Lot 33 shown on Land Court Plan 85W, and being land now or formerly of CambridgeSide Galleria Associates Trust; thence turning and running

Northwesterly along a curve to the left having a radius of 7.50 feet, and an arc length of 1.62 feet; thence turning and running

N 80-31-11 W a distance of 71.96 feet; thence turning and running

S 09-28-49 W a distance of 236.00 feet, the previous three courses by Lot 35 shown on Land Court Plan 85W being land now or formerly of said CambridgeSide Galleria Associates Trust; thence turning and running

N 80-31-11 W a distance of 10.01 feet; thence turning and running

S 09-28-49 W a distance of 3.54 feet, the previous two courses by Lot 14 shown on Land Court Plan 85P and being land now or formerly of Lotus Development Corporation; thence turning and running

N 80-31-11 W a distance of 56.43 feet in part by Lot 14 shown on Land Court Plan 85P and unregistered land being said Lotus land; thence turning and running

N 09-28-49 E a distance of 48.54 feet; thence turning and running

N 80-31-11 W a distance of 40.00 feet; thence turning and running

N 09-28-49 E a distance of 200.00 feet, thence turning and running

N 80-31-11 W along said land of Lotus 200.00 feet to the point and place of beginning; the previous four courses by said Lotus land.

The above described parcel contains 291,842 square feet more or less, and is shown on a plan entitled "Title Insurance Plan of Land, Commercial Avenue, First Street in Cambridge, Mass." dated April 20, 1989, revised through May 5, 1989, prepared by the BSC Group - Surveying & Mapping, Inc. (Dwg. No. 2663-84).

The said Developer Parcel is comprised in part of the following registered land:

1. Lot 28 as shown on Land Court Plan No. 85V filed in the Land Registration Office;
2. Lot 32 as shown on Land Court Plan No. 85W filed in the Land Registration Office;
3. Lot 5 as shown on Land Court Plan No. 19502C filed in the Land Registration Office;
4. Lot 7 as shown on Land Court Plan No. 19502D filed in the Land Registration Office;
5. Lot 36 as shown on Land Court Plan No. 85W filed in the Land Registration Office; and
6. Lot 38 as shown on Land Court Plan No. 85X filed in the Land Registration Office.

EXHIBIT B

SUBJECT PREMISES: The City's Land
Lechmere Canal Park, City of Cambridge

Certain land situated in an area known as Lechmere Canal Park in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Commencing at a point on the easterly sideline of First Street, said point being the northwest corner of Lot 6A as shown on L.C. Plan 19502D, thence

S 80-31-11 E along said Lot 6A a distance of 154.76 feet to a point on Lechmere Canal Park; thence turning and running

Southeasterly along said Lechmere Canal Park as it curves to the left, having a radius of 180.00 feet and arc length of 20.00 feet to the Point of Beginning of the City's Land, herein described; continuing

Southeasterly along said Lechmere Canal Park as it curves to the left, having a radius of 180.00 feet, an arc length of 190.00 feet; thence turning and running

N 24-29-08 E on Lechmere Canal Park, being land now or formerly of the City of Cambridge 45.00 feet; thence turning and running

Northwesterly on Lechmere Canal Park along a curve to the right having a radius of 180.00 feet and an arc length of 142.50 feet; thence turning and running

S 85-07-52 W on Lechmere Canal Park 45.00 feet to the Point of Beginning.

The above described land contains 7481 square feet, more or less, and is labelled "The City's Land" on a plan entitled "Plan of Land Showing Tieback Agreement Area, Lechmere Canal Park in Cambridge, Mass." dated May 5, 1989, prepared by The BSC Group - Surveying and Mapping, Inc. (BSC Dwg. No. 2663-88), a copy of which is attached hereto and hereby incorporated herein.

EXHIBIT C

SUBJECT PREMISES: First Street Land
First Street, Cambridge, MA

Running Description

An easement in First Street situated on the easterly side of First Street in the City of Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	at the northwest corner of Lot 31A, as shown on a plan hereinbelow mentioned, which point lies on the easterly sideline of First Street; thence running
N9-28-49E	a distance of 679.90 feet from the intersection of said sideline with the northerly sideline of Rogers Street, at the southeast corner of the parcel herein described; thence running
N 9-28-49 E	along the easterly sideline of First Street 420.26 feet; thence turning and running
N 9-45-41 E	along said sideline of First Street 103.24 feet; thence turning and running
N 80-14-19 W	into First Street 2.00 feet; thence turning and running
S 09-45-41 W	in First Street 103.25 feet; thence turning and running
S 09-28-49 W	in First Street 420.27 feet; thence turning and running

S 80-31-11 E to the easterly sideline of First Street 2.00 feet,
 said point being the point and place of beginning.

The above described easement contains 1047 square feet, more or less, and is shown as "First Street Easement Area" on a plan entitled "City of Cambridge & Karp as Trustee, Easement Area Plan of Land, First Street, in Cambridge, MA", dated May 3, 1989, prepared by The BSC Group - Surveying & Mapping, Inc. (Dwg. No. 2663-87), a copy of which is attached hereto and hereby incorporated herein.



City of Cambridge

Agenda Item No. 7(B)

IN CITY COUNCIL

June 19, 1989

- WHEREAS: The City of Cambridge has been involved in a large scale redevelopment in the Lechmere Canal and Triangle area; and
- WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May, 1978) and the East Cambridge Review Development Process and Guidelines (June, 1985); and
- WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in compliance with Article 12.000 of the Zoning Ordinance of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 38 to Canal Park Associates, formerly known as the Marcus Organization, for the construction of One and Two Canal Park, a office/retail development located on Parcels C and F at Lechmere Canal; and
- WHEREAS: The plans for Two Canal Park have been much further developed since the issuance of Special Permit No. 38 in July of 1984; and
- WHEREAS: The staff of the Cambridge Community Development Department has reviewed and continues to review plans for Two Canal Park as part of the design review process concerning the development pursuant to the requirements of Special Permit No. 38; and
- WHEREAS: The construction of Two Canal Park requires that tiebacks be installed beneath the surface of the land in a portion of Lechmere Canal Park; and
- WHEREAS: The plans for the tiebacks will be reviewed and approved by the Cambridge Department of Public Works prior their installation; and
- WHEREAS: The proposed tiebacks extend past the property line of the development into property owned by the City; and

WHEREAS: The entering into of an Agreement between the City and the developer of Two Canal Park will allow such developer to install said tiebacks and permit construction of the development to continue expeditiously and smoothly; now therefore, be it

ORDERED: That the City Manager of the City of Cambridge is hereby authorized to negotiate, execute, and deliver on behalf of the City of Cambridge an Agreement substantially in the form of the subejct Tieback and Indemnity Agreement submitted to the City Council this day.

In City Council June 19, 1989.

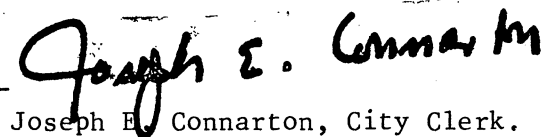
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-


Joseph E. Connarton, City Clerk.

TIEBACK AND INDEMNITY AGREEMENT

This Agreement is made as of the ____ day of June, 1989 by and between the City of Cambridge, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (the "City"), and Canal Park Associates, a New York general partnership (the "Partnership") with a principal office at 28 Thorndike Street, Cambridge, MA.

A. Reference is made to the fact that the Partnership owns a certain parcel of land described on Exhibit A hereto (the "Building Site"), on which the Partnership is constructing a development, and to the fact that the City is the owner of certain land that is adjacent to the Building Site and that is described in Exhibit B hereto (the "City's Land").

Reference is also made to the fact that, in order to support the City's Land while excavation and construction is being undertaken on the Building Site, the Partnership desires to install a tieback system that will involve the installation in the City's Land of tiebacks below the surface of the ground.

NOW THEREFORE, in consideration of the promises herein contained and the payment this day by the Partnership to the City of \$100.00, the receipt and sufficiency of which is hereby acknowledged by the City, the parties hereto agree as follows:

1. The City hereby grants to the Partnership the permanent right and easement for tiebacks in the City's Land below the surface thereof in locations that will not interfere with the existing structures thereon in connection with the foregoing tieback system. Following completion of construction on the Building Site, the tiebacks shall not be removed, but instead the Partnership shall sever the same at a point near the property line between the Building Site and the City's Land.

2. The Partnership agrees to pay the City \$50.00 for each tieback installed no later than thirty (30) days after installation of each such tieback.

3. The Partnership agrees to pay the fees within thirty (30) days of request therefor, of the City's consultants who have reviewed or will review the plans and specifications for the work contemplated by this Agreement, and further the Partnership agrees to comply with the recommendations of such consultants as to how the tiebacks are to be installed and monitored. The City intends that Haley & Aldrich, Inc. and Carol R. Johnson & Associates shall be the consultants that review the plans and specifications.

4. The Partnership shall repair any damage to the buildings, utilities or other improvements on or in the City's Land caused by the installation of the tiebacks and shall exonerate, indemnify and hold the City and all persons claiming

by, through and under the City, respectively, harmless of and from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of any damage to such buildings, utilities or other improvements resulting from such installation. The Partnership agrees that to the extent the Partnership shall not make or commence to make reasonably necessary repairs to any of the aforementioned within ninety days of written notice from the City as to the need for such repairs and shall not thereafter complete such repairs with all due diligence, the City may make any such repairs on behalf of and at the expense of the Partnership. In the case of structural failures or other dangerous conditions, which in the reasonable judgement of the City materially and substantially jeopardize the use or structural integrity of any portion of the City's Land or which place human life at risk or injury, the City shall have the right, after notice to the Partnership, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of the Partnership (provided that the City gives written notice to the Partnership of such repairs at the earliest feasible time).

5. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

Robert W. Healy,
City Manager

CANAL PARK ASSOCIATES

By: _____
Arnold Marcus
Managing General Partner

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS) _____, 1989
) ss.
)

Then personally appeared before me Robert W. Healy,
City Manager for the City of Cambridge, and acknowledges this
instrument to be his free act and deed and the free act and
deed of the City of Cambridge, before me.

Notary Public
My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS) _____, 1989
) ss.
)

Then personally appeared before me Arnold Marcus, as
Managing General Partner of Canal Park Associates, and
acknowledges this instrument to be his free act and deed and
the free act and deed of Canal Park Associates, before me.

Notary Public
My Commission Expires:_____

Re: enclosed communication from the Community Development Dept. transmitting two Tieback, Sheeting & Indemnity Agreements - Cambridge Galleria Associates Trust - Canal Park Associates & two proposed orders authorizing same.

In City Council,

June 19, 1989

*copy sent to the Community
Development Dept; Planning Board
+ Law Dept 6/21/89*

6-19-89

*Two Orders Adopted
8-0-1 & 8-0-1.*